

Lincoln



Nebraska's Capital City

October 17, 2001

Mayor Wesely and City Council
City of Lincoln
City County Building
Lincoln, NE

Mayor Wesely and Members of the City Council:

An investigation has been made regarding the application of Speakeasy Inc., d.b.a. J.R.'s Down Under, 3233 ½ South 13th Street requesting a class C liquor license for this location.

John R. Lang has purchased this establishment, which was previously known as Speakeasy. Mr. Lang requests that Karen Brouwer be approved as the manager of this liquor license.

Background information on the manager applicant is as follows:

Karen Brouwer was born in Long Beach, California. She attended Southeast Community College graduating in 1993.

Karen Brouwer employment history is as follows:

1996 – present	Party Chief, Porter & Assoc.	Lincoln, NE.
1993 – 1996	Party Chief, Consulting Assoc.	Raymond, NE.
1983 – present	Bartender, Speakeasy	Lincoln, NE.

If this application is approved, it should be with the understanding that it conforms to all the rules and regulations of Lincoln, Lancaster County and the State of Nebraska.

THOMAS K. CASADY, Chief of Police



Police Department

575 South 10th Street / Lincoln, Nebraska 68508 / Phone: 402-441-7204 / Fax: 402-441-8492 / Website: www.ci.lincoln.ne.us

A nationally accredited law enforcement agency



Liquor License Business Report / Completed by Inv Fosler Date: 10-16-01

DBA: J.R.'s Down Under

ADDRESS 3233 1/2 So 13TH PHONE 423-9883

TYPE OF INVESTIGATION:

PURCHASE UPGRADE EXPANSION NEW

OWNER MANAGER OTHER

TYPE OF BUSINESS BAR

CLASS: A B C D I J K CATERING OTHER

OWNERSHIP CORPORATION PARTNERSHIP INDIVIDUAL

PURCHASE PRICE PROPERTY EQUIPMENT VALUE

AMOUNT FINANCED 35,000 SOURCE PAST OWNER

COLLATERAL COSIGNER(S) J.R. LANG

LEASE AGREEMENT 1525 MONTH

EST INCOME %FOOD NA %LIQUOR 100

COMMERCIAL INDUSTRIAL RESIDENTIAL

TRAFFIC moderate PARKING off street

READY FOR OPERATION: YES NO, EST DATE

FOOD SERVICE N/A # OF EMPLOYEES F/T 1 P/T 4-5

DOES LICENSE COMPLY WITH LEGAL DISTANCES YES
NO

EST SEATING 130 EST # DAILY CUSTOMERS 50-70

HOURS OF OPERATION Sun - Fri: 11:00AM - 1AM Sat 11AM - 1AM

HUMAN RIGHTS COMMISSION CHECKED YES NO N/A

Liquor License Investigation

Business (DBA) J.R.'s Down Under

☒ Manager Owner Other _____

Name: KAREN BROWER

US Citizen? ☒ Yes No

Has applicant ever been cited for liquor law violations? ☒ No Yes
Explain _____

Does applicant have an interest in another liquor license? ☒ No Yes
Explain _____

Is spouse qualified to hold a license? Yes No

How is applicant if not an owner to be paid? ☒ Salary

☒ N/A
☒ Hourly ^{management} bartending

How many hours will applicant be at the establishment? 40+

Any other employment? No ☒ Yes, explain Land Surveying

Any previous experience with a liquor license? ☒ Yes No

Any criminal convictions? ☒ No Yes
Comments _____

Is applicant a property owner in Lincoln? ☒ Yes No

Is applicant involved in any civil litigation? ☒ No Yes
Comments _____

☒ Photo ☒ Records Check ☒ References

Comments _____

Interview Date 10/16/01

Application for Corporate Manager

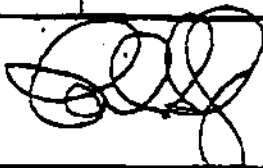

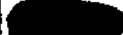




Must Be A Nebraska Resident

Please submit in Triplicate

Return to: Nebraska Liquor Control Commission, PO Box 95046

301 Centennial Mall So., Lincoln NE 68509

Phone: (402) 471-2571 **Fax:** (402) 471-2814 **Web address:** <http://www.neLCC.org/home/NLCC/>

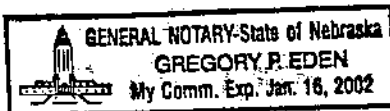
NAME OF LICENSED CORPORATION Speakeasy, Inc.		CLASS & LICENSE NUMBER Class C - 53524	
TRADE NAME OF LICENSED PREMISE J. R.'s Down Under			
STREET ADDRESS OF LICENSED PREMISE 3233 1/2 S. 13th St.	CITY Lincoln	COUNTY Lancaster	ZIP CODE 68502
On behalf of the corporation, I designate this individual as corporate manager. Signature of Corporate President/CEO:  President			
NAME (LAST, FIRST, MIDDLE, MAIDEN) Brouwer, Karen Denise Brightenburg	SEX F <input checked="" type="checkbox"/> M <input type="checkbox"/>	SOCIAL SECURITY NUMBER 	DATE OF BIRTH 
PLACE OF BIRTH Longbeach, CA			
HOME STREET ADDRESS 4320 W. Raymond Rd.	CITY Raymond	COUNTY Lancaster	STATE NE
ZIP CODE 68428			
HOME TELEPHONE NUMBER (402) 783-5005	BUSINESS TELEPHONE NUMBER (402) 423-0833	DRIVERS LICENSE NUMBER & STATE 	
FULL NAME (LAST, FIRST, MIDDLE, MAIDEN) Roy Bernard Brouwer		SOCIAL SECURITY NUMBER 	DRIVERS LICENSE NUMBER & STATE 
DATE OF BIRTH: 		PLACE OF BIRTH: Omaha, NE	
<p>1. READ CAREFULLY. Answer completely and accurately. Has anyone who is a party to this application, or their spouse, ever been convicted of or plead guilty to any criminal charge. Criminal charge means any charge alleging a felony or misdemeanor violation of a federal or state law; or a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>			
<p>2. Have you or your spouse ever made application for any liquor license or manager for any liquor license? IF YES, for what premise give license number and date.</p> <p><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>			

RECEIVED

NEBRASKA LIQUOR CONTROL COMMISSION
AFFIDAVIT OF NON PARTICIPATION

OCT - 2 2001

The undersigned individual acknowledges that he will have no interest, directly or indirectly, in the operation or profit of the business, as prescribed in Section §53-125(13) of the Liquor Control Act. Such individual shall not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent themselves as owner or in any way participate in the day to day operations in any capacity. Undersigned will also be waived of filing fingerprint cards, however, has disclosed any violation(s) on application.



Roy Bernard Brauer
Roy Bernard Brauer, Spouse of Applicant
Brauer RB

SUBSCRIBED in my presence and sworn to before me this 1 day of October 2001.

Greg P. Eden
Notary Public

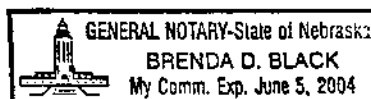
The licensee/applicant understands that he/she is responsible for compliance with the conditions set out above, and that if such terms are violated, the Commission may cancel or revoke the license.

Karen D. Brauer
Karen D. Brauer, Applicant

Brauer
Print Name of Applicant

SUBSCRIBED in my presence and sworn to before me this 1st day of October, 2001.

Brenda D. Black
Notary Public



Corporation/LLC Application for License - Form 3

Nebraska Liquor Control Commission

INSTRUCTIONS:

- 1) Application and application for manager must be typewritten and submitted in triplicate
- 2) Fingerprint cards (2 cards per person) must be submitted for a) each stockholder owning over 25% of the stock, b) chief executive officer, c) proposed manager and d) all spouses
- 3) Information regarding spouses must be completed

RECEIVED

ACT - 2 2001

NEBRASKA LIQUOR
CONTROL COMMISSION

Name of Corporation That Will Hold License		Attach copy of Articles of Incorporation		Total Number of Shares (if corporation)	
Speakeasy, Inc.				10,000 Authorized, 2,000 issued	
Corporate Street Address (1)		Mailing address for receipt of Liquor Control Commission Mailings		Corporate Telephone Number	
3233 1/2 S. 13th St.				402-423-9883	
City	County	State	Zip Code		
Lincoln	Lancaster	Nebraska	68502		
Name of Registered Agent		Name of Proposed Manager			
Darrell K. Stock		Karen D. Brouwer			
IN THIS SECTION LIST THE NAME OF THE CHIEF EXECUTIVE OFFICER					
Name	Title	Date of Birth	Social Security Number		
John R. Lang	President				
Home Address (1)		State			
8925 SW 217th Ct. Rd.		Florida			
City	State	Zip Code	Home Telephone Number		
Dunnellon	FL	34432	352-465-0665		

Corporation/LLC Application for License - Form 3

PRINCIPLE OFFICERS, DIRECTORS, STOCKHOLDERS, MEMBERS AND SPOUSES					
Name of Officers, Directors, Members and Spouses Give Last Name, First Name, Middle, Maiden, and any aliases	Social Security Number	Date of Birth	Title	Number of Shares, %	
NAME John R. Lang			Pres., Secretary, Treasurer	2000	
Spouse Name Not Married					
NAME					
Spouse Name					
NAME					
Spouse Name					
NAME					
Spouse Name					
NAME					
Spouse Name					
NAME					
Spouse Name					
NAME					
Spouse Name					

(If Necessary, Continue on Separate Sheet)

Corporation/LLC Application for License - Form 3
Nebraska Liquor Control Commission

Is this Corporation/LLC controlled by another Corporation? ☐ YES ☒ NO

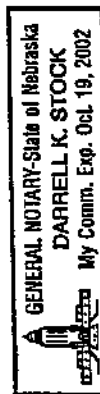
Name of Control Corporation

IF YES, LIST EACH STOCKHOLDER/MEMBER OWNING MORE THAN 25% stock/interest in that corporation/LLC. Any applicant who has a Corporation as a shareholder MUST file an organizational chart listing all shareholders and/or corporations owning more than 25% stock and listing of the percentage of stock owned

Please indicate below your corporate tax year with the IRS

Starting Date: January 1 Ending Date: December 31

STATE OF NEBRASKA)
)
) ss.
LANCASTER County)



Notary Public Signature & Seal

By
PRESIDENT MEMBER

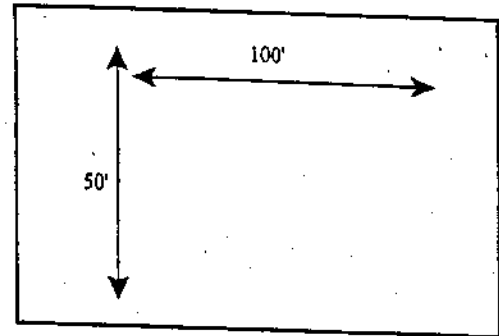
SECRETARY MEMBER

In Compliance with ADA, this form is available in other formats for persons with disabilities
A ten day advance period is requested in writing to produce the alternate format

DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED

In the space provided draw the area to be licensed. This should include storage areas, basement, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building in situations where only a portion of the entire bldg. is to be covered by the license. No blue prints will be accepted. Be sure to indicate the direction North and number of floors of the building.

N ↑



SEE ATTACHED

Example: East portion approximately 50' x 100' of main floor of 3 story building plus basement approximately 30' x 50' at the East end.

1. READ CAREFULLY. Answer completely and accurately.

Has anyone who is a party to this application, or their spouse, ever been convicted of or plead guilty to any criminal charge. Criminal charge means any charge alleging a felony or misdemeanor violation of a federal or state law; or a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

☐
☒

2. Are you buying the business and/or assets of a licensee? If yes, submit a copy of the sales agreement with a listing of assets being acquired including liquor inventory (name brand and container size required).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	See attached agreement 1-10784 Shirley Corp
3. Are you filing a temporary agency agreement, Commission form 4231, whereby current licensee allows you to operate on their license? If yes, attach copy.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4. Are you borrowing any money from any source to establish and/or operate the business? If yes, list the lender.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Shirley Green
5. Will any person or entity other than licensee be entitled to a share of the profits of the establishment? If yes, explain.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
6. Will any of the furniture, fixtures and equipment to be used in this business be owned by others? If yes, list such items and the owner.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Will any person(s) other than named in this application have any direct or indirect ownership or control of the business? If yes, explain?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
8. Are the premises to be licensed within 150 ft. of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, children, or within 300 ft. of a college or university campus? If yes, list the name of such institution and where it is located in relation to the premises. Per Sec. §53-177.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the persons exact duties.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business and the person(s) who will be authorized to write checks and/or make withdrawals on accounts at such institutions.	U.S Bank, 3245 S. 13th, Lincoln, NE 68504 John R. Lang, Karen D. Brouwer		
11. List all past and present liquor licenses held by any person named in this application. Include license holder name, location of license and license number. Also list reasons for termination of any licenses previously held.	None		
12. List the person who will be the on site supervisor of the business and the estimated number of hours per week such person or manager will be on the premises supervising operations.	Karen D. Brouwer - 40-45 per weeks		
13. List the training and experience of the person listed in #11 above in connection with selling and/or serving alcohol products.	Have been tending bar off and on for 13 years and worked part-time at the Speakeasy for the past 8 years		
14. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership, if leased submit a copy of the lease covering the entire license year. (Documents must show title or lease held interest in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed)	See attached lease		
15. When do you intend to open for business?	October 1, 2001		

NAME	FROM (YEAR)	TO (YEAR)	RESIDENCE (CITY, STATE)
Karen D. Brouwer	1980	2000	Lincoln, NE
	2000	2001	Raymond, NE
John R. Lang	1991	2001	Dunnellon, FL

The undersigned applicant(s) hereby consent(s) to a background investigation and release of present & future records of every kind and description including police records, tax records (State and Federal), bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation or any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete and/or inaccurate.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

Must be signed in the presence of a notary public. Must be signed by applicant and spouse; if a partnership, all partners and spouses must sign and corporation, all stockholders (holding more than 25% of the stock), officers, directors and spouses must sign. Full names only, initials not acceptable.

sign here [Signature] President sign here _____
sign here _____ sign here _____
sign here _____ sign here _____
sign here _____ sign here _____

Subscribed in my presence and sworn to before me this 2 day of Oct, 2001

(SEAL) GENERAL NOTARY-State of Nebraska
DARRELL K. STOCK
My Comm. Exp. Oct. 19, 2002

In compliance with ADA, this application for license form is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternative format.

Sign here [Signature]

Notary Public Signature

Set date 10-15-01

STATE OF NEBRASKA

huss

PH 11/5/01



CERTIFIED

October 4, 2001

NEBRASKA LIQUOR CONTROL COMMISSION

Forrest D. Chapman

Executive Director

301 Centennial Mall South, 5th Floor

P.O. Box 95046

Lincoln, Nebraska 68509-5046

Phone (402) 471-2571

Fax (402) 471-2814

TRS USER 800 833-7352 (TTY)

Mike Johanns
Governor

RE: Class C Application (Speakeasy Inc.)

116264
111

Dear Local Governing Body:

Attached is the form to be used on all retail liquor license applications. Local clerks must collect proper license fees and occupation tax per ordinance, if any, before delivering the license at time of issuance.

TWO KEY TIME FRAMES TO KEEP IN MIND ARE:

- 1) You have 45 days to conduct a hearing after the date of receipt of the notice from this Commission (§53-134). You may choose NOT to make a recommendation of approval or denial to our Commission.

PER §53-133, THE LIQUOR CONTROL COMMISSION SHALL SET FOR HEARING ANY APPLICATION WHEREIN:

- 1) There is a recommendation of denial from the local governing body.
- 2) A citizens protest; or
- 3) Statutory problems that the Commission discovers.

PLEASE NOTE...A LICENSEE MUST BE "PROPERLY" LICENSED IN ORDER TO PURCHASE FROM WHOLESALERS; AND, A LICENSE IS EFFECTIVE:

- 1) Upon payment of the license fees;
- 2) Physical possession of the license;
- 3) Effective date on the license.

Sincerely,

NEBRASKA LIQUOR CONTROL COMMISSION

Licensing Division

Enclosures
Rhonda R. Flower
Commissioner

Bob Logsdon
Chairman

R.L. (Dick) Coyne
Commissioner

An Equal Opportunity/Affirmative Action Employer

RECEIVED
CITY OF LINCOLN
OCT 10 2001
10:01 AM

APPLICATION FOR LICENSE

Nebraska Liquor Control Commission
PO Box 95046, 301 Centennial Mall South
Lincoln, NE 68509-5046

Replacement
<http://www.nol.org/home/NLCC/>
Phone: (402) 471-2571
Fax: (402) 471-2814

53524
RECEIVED

OCT - 2 2001

INSTRUCTIONS: Include: 1. Applicable fees payable to Liquor Control Commission
2. Copy of birth certificate or naturalization papers proving U.S. citizenship for each individual and spouse named on application (not required of corporations or spouse(s) who file an affidavit of no interest with application, Commission form 4178. 3. Corporations must include copy of articles of incorporation as filed with the Secretary of States office in the state of Nebraska 4. Commission checklist form 4251
5. Fingerprint cards and processing fees (are required of individuals, all partners and spouses. Corporate applicants must file for CEO/Manager & stockholders holding over 25% stock. 6. All applications must be typewritten or printed clearly 7. Submit in Triplicate

CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND LIST OF FEES FOR EACH

<input type="checkbox"/> A Beer, On Sale Only - Inside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> F Beer, On Sale Only - Outside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> B Beer, Off Sale Only - Inside/Outside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> J Wine, Beer, On Sale Only - Inside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> I Spirits, Wine, Beer, On Sale Only - Inside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> D Spirits, Wine, Beer, Off Sale Only - Inside Corporate Limits	\$45.00	\$150.00	exempt
<input checked="" type="checkbox"/> C Spirits, Wine, Beer On & Off Sale - Inside Corporate Limits	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> M Bottle Club (Spirits, Wine, Beer, On Sale)	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> H Nonprofit Corporation	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> K Wine Only, Off Sale	\$45.00	Collected at Local Level	exempt
<input type="checkbox"/> O Boat	\$45.00	\$50.00	exempt
<input type="checkbox"/> V Manufacturer of Beer, Wine & Distilled Spirits	\$45.00	Varies \$100 to \$1,000	\$10,000 min.
<input type="checkbox"/> X Wholesale Liquor	\$45.00	\$500.00	\$ 5,000 min.
<input type="checkbox"/> W Wholesale Beer	\$45.00	\$250.00	\$ 5,000 min.
<input type="checkbox"/> Y Farm Winery	\$45.00	\$250.00	\$ 1,000 min.
<input type="checkbox"/> L Craft Brewery (Brew Pub)	\$45.00	\$250.00	\$ 1,000 min.

Type of application being applied for
(place appropriate number in box)

3

- 1= Individual License requires
Form 1 to be attached.
2= Partnership License requires
Form 2 to be attached.
3= Corporate License requires
Forms 3 and Manager
Application to be attached

Bond Company - for Classes L V W X Y only

Start Date Month/Day/Year

Bond Number

Trade Name (name of business)

J. R.'s Down Under

Telephone Number at premise to be licensed

423-9883

1) Street Address of Proposed licensed premise

3233 1/2 S. 13th St.

2) Mailing Address for receipt of

Liquor Control Commission mailings

3233 1/2 S. 13th St.

City

Lincoln

County

Lancaster

Zip Code

68502

City

Lincoln

County

Lancaster

Zip Code

68502

3. Have you or your spouse ever made a compromise settlement for violation of such laws?

☐ YES ☒ NO

4. Do you, as a manager, have all the qualifications required by any person entitled to hold a Nebraska Liquor License?
Nebraska Liquor Control Act (§53-131.01)

☒ YES ☐ NO

5. Have you filed fingerprint cards and PROPER FEES (if check, make out to the NE State Patrol), with this application?

☒ YES ☐ NO

APPLICANT: CITY & STATE	YEAR FROM TO	SPOUSE: CITY & STATE	YEAR FROM TO
Long Beach, California	1973 1978	Grand Island, Nebraska	1963 1966
South Lyon, Michigan	1978 1980	Military	1966 1968
Lincoln, Nebraska	1980 2000	Grand Island, Nebraska	1968 1977
Raymond, Nebraska	2000 2001	Hastings, Nebraska (cont. see attached)	1977 1979

YEAR FROM TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
1996 Present	Consulting Associates (Self-employed)	Self	402-488-6220
1993 1996	Porter & Associates	Chuck Porter	No longer in business

STATE OF NEBRASKA)
COUNTY OF Lancaster) S3

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application, that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (See §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has NO interest directly or indirectly, an affidavit may be attached, however, fingerprint cards are still required to be filed.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete and inaccurate.

Kenneth D. Brauner
Signature of Applicant

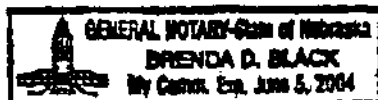
X Roy Brauner
Signature of Spouse (if applicable)

Subscribed to my presence and sworn to before me this 15
day of October 2001

Subscribed to my presence and sworn to before me this 2nd
day of October 2001

Brenda D. Black
Notary Signature & Seal

Brenda D. Black
Notary Signature & Seal



APPENDIX A PURCHASED ASSETS

Signature Almond Refrig freezer

Hot Point Refrig

Shelving Unit

L Shape Desk - 4 Chairs

Desk file tray

5 Dr File Cabinet

Major Safe

Sofa
2 Seats in Liquor Room

Helium Tank

4 Dr. Con Cooler

1 Solid State microwave

1. Pizza Oven

Elec Soup Pot

mix glasses, Paper Sugs + etc

Safety Lights

2 fire Exting

1 Radio AM FM W/Speaker Mick

Food Warmer
Bunsen Warming Bar

3 Cash Register

2 Liquid Shelf Units

2 Keno Stands w Keno Comp

24 Round tables

9 Small square tables

2 8ft oblong

2 4ft

9 Barred Chairs

80 Black Stool Chairs

10 Black Stool

21 Brown

6 Wood Chairs

Big Screen RC A

1-19 + 113 inch TV

2 Keno TVs

1 Slicer King Sandwich Ref

1 Can Crusher

1 Koch Slicer Ref Cooler

4 Dr Beer Cooler Rapid

1 Allomatic - old Machine

2 Dr Beer Cooler Jan

1. 1e Linn Rattle Mach

1 Stamp Machine

1 Keno Safe

2 Door Cabinet

1 HODART MEAT SLICER

APPENDIX B
LIENS, SECURITY INTEREST, ETC.

1. ~~Shirley Green~~

None

APPENDIX C
CURRENT EMPLOYEES

Karen Brouwer

Shirley Green

Sonnie Kroon

Terry Turley

Katie Sheilds

APPENDIX D
LEASES AND CONTRACTS ASSUMED BY BUYER

Indian Village Shopping Center Lease

Ice Machine Lease

Current Inventory			
LIQUOR	BOTTLES		BOTTLES
DeKuyper Amaretto (liter)	8 3/4	Maui Tropical Schnapps (liter)	4 2/3
Christian Bros. Brandy (liter)	1 5/8	Midori (liter)	5 2/3
Skol Gin (liter)	18 1/2	Ouzo 12 (liter)	2 1/8
Skol Rum (liter)	6 1/3	Parrot Bay Rum (liter)	7/8
Lauders Scotch (liter)	12 7/8	DeKuyper Peach Schnapps (liter)	5 3/4
Sauza Tequila (liter)	14 2/3	Phillips Peppermint Schnapps (liter)	1 1/3
Crystal Palace Vodka (liter)	5 1/3	DeKuyper Raspberry Pucker (liter)	2 7/8
Absolut Vodka (liter)	3 7/8	Raspberry Stolichnaya (liter)	2 7/8
Absolut Citron (liter)	3 3/4	DeKuyper Rootbeer Schnapps (liter)	3 3/4
Aftershock (liter)	2 5/8	Rumplemintz (liter)	7/8
Ancient Age 86pr (liter)	6 3/4	Sambuca (liter)	4 1/8
Apricot Brandy (liter)	1 1/2	Seagrams Crown Royal (liter)	4 7/8
B & B (liter)	4 3/4	Seagrams 7 Crown (liter)	5 7/8
Bacardi Limon (liter)	4 2/3	Seagrams VO (liter)	6 1/2
Bacardi Silver (liter)	6 1/3	DeKuyper Sloe Gin (liter)	3 3/8
Baileys Irish Cream (liter)	4 3/4	Smirnoff Vodka (liter)	3 5/8
Beefeaters (liter)	2 3/4	DeKuyper SourapplePucker (liter)	1 3/4
DeKuyper Blackberry Brandy (liter)	1 2/3	Southern Comfort (liter)	1 5/8
Black Velvet (liter)	2 3/4	Phillips Spearmint Schnapps (liter)	3 1/3
DeKuyper Blueberry Schnapps (liter)	1 3/4	Stolichnaya Vodka (liter)	1 3/4
DeKuyper Blue Curacao (liter)	2 1/3	DeKuyper Strawberry Schnapps (liter)	1 7/8
DeKuyper Butterscotch Schnapps (liter)	3 1/3	Tanguey Gin (liter)	3 2/3
DeKuyper Cactus Juice (liter)	2 3/5	Tequila Rose (liter)	4 5/6
Canadian Club (liter)	4 7/8	Tia Maria Coffee Liquor (liter)	3/4
Chambord (liter)	7/8	DeKuyper Triple Sec (liter)	5 1/3
Phillips Cherry Brandy (liter)	1 3/4	Tropico (liter)	3 3/4
DeKuyper Cherry Pucker (liter)	4 7/8	Vanilla Stolichnaya (liter)	3 7/8
Phillips Cherry Vodka (750ml)	3 3/4	Vermouth Dry Taylor (750ml)	3/4
Chivis Regal (liter)	1 3/4	Vermouth Swt Taylor (750ml)	1
Phillips Cinnamon Schnapps (liter)	3 3/4	Wild Turkey 101pr (liter)	6 7/8
Courvoisier V.S.O.P. (liter)	3 1/2	Windsor Supreme (liter)	2 2/3
DeKuyper Creme de Almond (liter)	7/8		
DeKuyper Creme de Banana (liter)	2 3/4		
Phillips Creme de Cocoa (Dark) (liter)	2 3/8		
Phillips Creme de Cocoa (Light) (liter)	2 1/3		
Phillips Creme de Menthe (Dark) (liter)	3/8		
Phillips Creme de Menthe (White) (liter)	1 1/3		
Cutty Sark (liter)	1 1/2		
Jewars White Label (liter)	3 2/3		
Drambuie (liter)	2 7/8		
Frangelico (liter)	2 2/3		
Galliano (liter)	7/8		
Goldschlager (liter)	3 2/3		
Grand Marnier (liter)	1/2		
DeKuyperGrape Pucker (liter)	4 3/4		
Haig & Haig Pinch (liter)	4 2/3		
DeKuyper Hot Damn Schnapps (liter)	1 2/3		
J & B Scotch (liter)	3 1/2		
Jack Daniels (liter)	3 2/3		
Jeppmeister (liter)	2 2/3		
Jamaican Myers Rum (liter)	1 1/4		
Jim Beam (liter)	7 1/2		
Johnny Walker Black (liter)	3 1/3		
Johnny Walker Red (liter)	6 3/4		
Jose Cuervo Gold (liter)	3 5/8		
Kahlua (liter)	4 1/2		
Phillips Lime Vodka (750ml)	1 3/4		
Coco Rhum (liter)	2 1/8		
Maui Blue Hawaiian (liter)	1 1/3		

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NEBRASKA LIQUOR
CONTROL COMMISSION

Keeg Beer

Boulevard

8 bbl Kegs

16 bbl Kegs

1 1/2

1

Budweiser

16 BBL Kegs

1 1/2

Bud Light

16 BBL Kegs

2 1/2

Miller Lite

16 bbl Kegs

1 3/4

WINE	BOTTLES	BEER	BOTTLES
Cabernet Sauvignon 187ml	20	Amberbock (12 oz. bottle)	18
J. Roget Champagne 187ml	1	Becks (12 oz. Bottle)	17
J. Roget Champagne 750ml	16	Budweiser (12 oz. can)	142
Sutter Homes Chardonnay 187ml	38	Budweiser Light (12 oz. can)	143
Charles King Beaujolais 750ml	5	Busch (12 oz. can)	73
Dubonnet 750ml	1	Busch Light (12 oz. can)	84
Ruinite Bianco 187ml	49	Coors Light (12 oz. can)	18
Ruinite Lambrusco 187ml	21	Corona (12 oz. Bottle)	40
Ruinite Lambrusco 750ml	4	Fat Tire (12 oz. Bottle)	34
J. Roget Spumante 750ml	16	MGD (12 oz. Bottle)	24
Sutter Homes White Zinfandel 187ml	18	MGD Light (12 oz. Bottle)	72
Sutter Homes White Zinfandel 750ml	1	Michelob (12 oz. Bottle)	10
		Michelob Light (12 oz. Bottle)	28
WINE COOLERS (12 oz. Bottles)	BOTTLES	Mikes Hard Lemon (12 oz. Bottle)	37
Black Cherry	13	Miller (12 oz. can)	130
Fuzzy Navel	1	Miller Lite (12 oz. can)	146
Golden	2	O'douls (12oz. Bottle)	28
Kiwi Strawberry	9	O'douls Amber (12 oz. Bottle)	24
Mango	4	Pabst Blue Ribbon (12 oz. can)	23
Seabraeze	14	Rolling Rock (12 oz. Bottle)	8
Wild Berry	13	Zima (12 oz. Bottle)	30

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ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this 2d day of October, 2001, by and between Shilar Corporation (hereinafter referred to as "Seller") and Speakeasy Lounge, Inc., a Nebraska corporation (hereinafter referred to as "Buyer").

WHEREAS, Seller is the owner and operator of a restaurant and liquor establishment, commonly known as "Speakeasy Lounge" (hereinafter "business") located at 3233 1/2 South 13th Street, Lincoln, Nebraska (hereinafter "business premises"), and the owner of certain property employed in the conduct of said business; and

WHEREAS, Seller desires to sell the assets of said retail establishment; and

WHEREAS, Buyer is desirous of purchasing; and

WHEREAS, the parties hereto are desirous of placing their covenants and agreement in writing.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties hereto stipulate and agree as follows:

1. Sale: Buyer agrees to purchase and Seller agrees to sell the business, the furniture, fixtures, and equipment itemized on Appendix "A", attached hereto and by reference made a part hereof, the good will, the business name of "Speakeasy Lounge", a covenant not to compete, and inventory of said business (all hereinafter "assets"), all by good and sufficient Bill of Sale.

a. The parties agree that, on or prior to the date of the preliminary closing, Buyer shall conduct a walk-through inspection to determine the presence of all of the items set forth on Exhibit "A", within or upon the leased premises and shall execute a punch list or other document indicating presence of all of said items.

b. The Nebraska Department of Labor Unemployment Insurance account shall be transferred to Buyer if requested.

2. Price/Payment: In consideration of the conveyance of the foregoing (exclusive of Inventory), Buyer agrees to pay to Seller the total sum of Fifty Thousand and no/00 Dollars (\$50,000.00) payable as follows:

a. The sum of Twenty Thousand and no/00 Dollars (\$20,000.00) in certified funds at the execution of this Agreement.

b. The sum of Thirty Thousand (\$30,000.00) shall be payable by the payment of Five Thousand Dollars (\$5,000.00) principal on April 1, 2002, October 1, 2002, April 1, 2003, and a final payment of Fifteen Thousand Dollars (\$15,000.00) on October 1, 2003 as set forth in the promissory note and amortization schedule attached hereto, marked Appendix "F", and made a part hereof by reference. No interest shall accrue on said amounts unless there is a default in payments.

3. Inventory: The parties agree that the Inventory in hand at the date of the preliminary closing shall be included in the total purchase price.

4. Closing:

A. The term "Preliminary Closing" as used herein shall refer to the date when Buyer takes possession of the premises after submitting its application for a liquor license and prior to Closing. During such period, Buyer shall operate the business pursuant to a temporary agency agreement as set forth in Appendix "E" attached hereto. Buyer shall assume all the operating expenses incurred after taking possession.

B. The term "Closing" as used herein shall refer to any date mutually agreed upon by the parties hereto which is on or before January 1, 2002; provided however, the Closing will be within 5 days of notice that Buyer's application for a Class "C" liquor license has received final approval.

1. At the Closing, the Seller shall deliver the following:

a. Bills of sale, assignments, deeds and other instruments of conveyance transferring good marketable title and possession to the Buyer for all of the Purchased Assets.

2. At the Closing, the Buyer shall deliver the following:

a. An executed Promissory Note and Security Agreement.

C. In the event the Buyer's liquor application is rejected or is not approved prior to January 1, 2002, the transaction contemplated in Paragraph 1 shall be null and void and of no force and effect and Buyer's Twenty Thousand Dollars (\$20,000.00) shall be returned.

5. Liabilities Assumed: No liabilities are being assumed by Buyer herein.

6. Obligations of the business: The Seller hereby agrees that all accounts payable and other liabilities incurred by Seller in connection with the on/off sale liquor business operated by the Seller hereinbefore described, including liabilities for and in connection with work performed by the Seller, claims for which the Seller has admitted liability as of the date of the closing of this transaction shall be paid by the Seller, and the Seller shall indemnify and hold Buyer harmless against any and all such accounts payable and other liabilities, including claims, contingent or liquidated, causes of action, whether the same now exists or may hereinafter arise out of or in connection with the Seller's operation of the liquor and restaurant business including, but not limited to, claims for taxes, wages, personal injuries or property damages attributable to Seller's operation of the business hereinbefore described.

7. Obligations of Seller: Seller warrants:

All compensation owed to its past and present employees to the date of the Preliminary Closing, including salaries, benefits, vacation and sick leave, and all payroll taxes shall be paid by Seller. Buyer shall not be required to employ any of Seller's former employees. Seller shall

process and appropriately distribute all forms, reporting taxable income paid by Seller, for and to its past and present employees in accordance with the appropriate state and federal requirements.

8. Representations and Warranties: Seller hereby represents and warrants to Buyer as follows:

A. Organization: Power: Good Standing: Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of Nebraska and it has all requisite power and authority to own and operate and to carry out the business as now being conducted and to enter into this Agreement and perform its obligations hereunder.

B. Authority Relative to Agreement: This Agreement has been duly executed and delivered by Seller and constitutes a legal, valid and binding obligation of each of them, enforceable against them individually in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws affecting enforcement of creditors' rights generally, or by equitable discretion in connection with the application of equitable remedies.

C. Title to Assets: Seller has good and marketable title to the Assets, free and clear of all security interests, mortgages, encumbrances, liens, charges, or adverse claims of any kind or character whatsoever, except as noted on Appendix "B".

D. Condition of Assets: All of the tangible personal property included within the Assets is in good merchantable or in reasonable reparable condition.

E. Taxes: Seller has paid and shall have paid when due all federal, state, and local taxes and customs duties of every kind and nature whatsoever, including without limitation, taxes upon or measured by income, sales and use taxes, franchise taxes, ad valorem taxes, payroll taxes,

property taxes incurred or relating to the Assets and the business of the Seller for all periods ending on or before the Closing Date.

F. Employees: Appendix "C" hereto sets forth a complete list of all current employees of Seller and their current compensation rate. Seller is not a party to nor are there any employees identified in Appendix "C" covered by any collective bargaining agreement. There are not any controversies between Seller and any of the employees identified in Appendix "C" which might reasonably be expected to materially adversely affect the conduct of the business acquired from Seller hereunder, or any unresolved labor union grievance, unfair labor practice, or labor arbitration proceedings pending, or threatened involving any of the employees identified in Appendix "C". Seller has not received any notice of any claim (relating to the employees identified in Appendix "C") that Seller has complied with any laws relating to the employment of labor, including any provisions thereof relating to wages, hours, collective bargaining, payroll, social security, or similar taxes, equal employment opportunity, employment discrimination and employment safety, or that Seller is liable for any arrears of wages or any taxes or penalties for failure to comply with any of the foregoing. There are no employee or consulting agreements, executive compensation plans, bonus plans, profit sharing plans, disability plans, deferred compensation agreements, employee pension or retirement plans, employee stock purchase or stock option plans, group life insurance, hospitalization insurance or other plans or arrangements providing for benefits to the employees identified in Appendix "C" which will be binding upon Buyer subsequent to the Closing Date, excepting only such plan or benefit as Buyer may elect to make available to said employees. At or prior to Closing, the Seller shall pay to the employees identified in Appendix "C", or any additional employees hired

in the interim, all accrued compensation of any kind or character, including, without limitation, any compensation in the form of salary, bonus, or commission or on account of vacation, sick leave, or disability through the Closing Date regardless of whether said employees are entitled to the receipt thereof. Buyer shall not have any kind of liability or any obligation of any kind or character to any past or present employee of Seller (including any such employee on leave of absence or disability) subsequent to the Closing Date excepting, only, any liability incurred for employment of any such person by Buyer subsequent to the Closing Date.

G. Litigation: There are no actions, suits, or proceedings involving claims by or against the Seller or the Assets pending or threatened against Seller or the Assets, law or in equity, or before or by any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality. To the knowledge of Seller, no basis for any such action, suit, or proceeding exists, and there are no orders, judgments, decrees, or injunctions of any court or governmental agency with respect to which Seller is a party or in which the Assets are involved which apply in whole or part, to business currently conducted by Seller, the effect of which may result in any materially adverse change in the business of Seller or the prospects thereof.

H. Leases and Contracts: All of the leases and contracts to which Seller is currently a party are set forth in Appendix "D".

9. Conditions: The parties hereto agree that this Agreement shall be wholly conditional upon the following, and in the event that said conditions shall not be met, this Agreement, at the option of the Buyer, shall become null and void and of no effect.

a. Buyer's obtaining of a Class "C" liquor license from the Nebraska Liquor Control Commission;

b. Buyer receiving from Indian Village Shopping Center, Inc. permission to assume the lease or other arrangements satisfactory to Buyer.

10. Representations: Buyer represents that Buyer has had full opportunity to examine the business to be conveyed hereby, has neither referred nor relied upon any representation of Seller as to any aspect of said business or the assets to be conveyed hereby; and accepts the property to be conveyed "as is". Seller shall maintain the personal property itemized on Exhibit "A" operational and in working condition until the preliminary closing.

11. Non-compete Covenant: In consideration of the Buyer entering into this Agreement and obligating its self to the payments as provided herein and, the Seller does agree to not operate liquor license in any manner be associated with or, have an ownership in any business operation that holds a license from the Nebraska Liquor Control Commission.

a. The period of this covenant not to compete shall be for a period of five (5) years;

b. The area that Seller and the Buyer agree to be bound by this covenant not to compete shall include an area within the city limits of Lincoln, Nebraska.

12. Assignment: The parties hereto stipulate that neither this Assignment nor the performance hereof shall be assigned by Buyer to any third-party except upon receipt of the prior written consent of Seller.

13. Time: The parties hereto stipulate that time shall be of the essence of this Agreement.

14. Integration: The parties hereto stipulate that this Agreement constitutes a total integration of all of the parties' covenants and agreements and terms hereof shall not be modified, except in writing, and upon agreement of the parties.

15. Choice of Law: The parties hereto stipulate that the laws of the State of Nebraska shall govern the construction and enforcement of the terms of this Agreement.

16. Binding Effect: The parties hereto respectively bind their heirs, officers, agents, successors, and personal representative to the faithful performance of the terms hereof.

SHILAR CORPORATION, SELLER

By: Shirley L. Green
Shirley L. Green, President

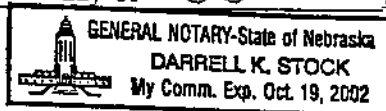
SPEAKEASY, INC., BUYER

By: [Signature]
John R. Lang, President
[Signature]
John R. Lang, Personally

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

Comes now Shirley L. Green, as President of Shilar Corporation, and does hereby acknowledge that the execution of the foregoing document was her voluntary act and deed.

Dated this 2nd day of Oct, 2001.

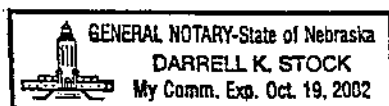


[Signature]
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

Comes now John R. Lang, personally and as President of Speakeasy, Inc., and does hereby acknowledge that the execution of the foregoing document was his voluntary act and deed.

Dated this 2nd day of Oct, 2001.



[Signature]
Notary Public

TEMPORARY AGENCY AGREEMENT

ID#

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1. On October 2, 2001, Seller and Buyer entered into a contract for sale of the business known as Soparkansy, which contract is contingent upon Buyer receiving approval for a liquor license to operate the business.

OCT - 2 2001

2. Seller and Buyer agree to allow Buyer to operate the business, subject to approval by the Liquor Control Commission, for a period not to exceed 120 days subsequent to October 2, 2001, the date of filing the application with the Liquor Control Commission.

CONTROL COMMISSION

3. Seller will maintain a possessory interest in the property in the form of a lease, use permit or license;

4. Buyer will at all times be the agent of the Seller, but Buyer will be completely and totally responsible for the operation of the business and for all liability associated with the operation of the business during the time when Buyer is acting as Seller's agent; it is specifically understood that Seller shall have no liability for the operation of the business during this period of time, and Buyer agrees to indemnify and hold Seller harmless from any claims arising during this period of operation; however, it is understood that the liquor license remains in the name of the Seller and Seller will be responsible for all violations of the liquor laws of the State of Nebraska until such time as Seller's license is canceled;

5. At time of closing, certain funds will be held in escrow pending issuance of the license.

6. Financial Institution: Name, Address, Account number of where escrow account is being held

U.S. Bank 3245 So. 15th Lincoln NE 68504
account number pending

7. All profits derived from the operation of the business by the buyer, after payment of bills and salaries, shall be paid to the same escrow agent to be held until the issuance of the license, it being specifically understood that the Buyer shall receive no profits from the operation of the business until the liquor license has been issued to Buyer, but shall have the right to direct the investment of profit funds by escrow agent.

8. This agreement constitutes the entire and complete understanding of all parties with regard to the agency relationship, and is binding upon the heirs, personal representatives and successors of the parties.

9. It is hereby understood that in the event the Commission denies this application, this Temporary Agency Agreement is null and void the date of the order.

Signature of Seller Shirley L. Green Pres

Signature of Seller

Signature of Buyer [Signature] president

Signature of Buyer

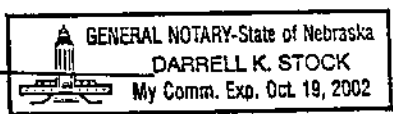
Dated this 2d day of October, 2001.

STATE OF NEBRASKA)
COUNTY OF) ss

The above and foregoing Agency Agreement was acknowledged before me this 2 day of Oct, 2001, by Shirley L. Green, Pres, as Seller, as Seller.

The above and foregoing Agency Agreement was acknowledged before me this 2 day of Oct, 2001, by John K. Largo, as Buyer, as Buyer.

Signature & Seal of Notary Public [Signature]



STATE OF NEBRASKA

NUMBER



SHARES

ONE

THE CHINESE

Two Thousand (2,000)

John R. Lang

Shares of

\$1.00 par value

is the owner of
each of the Capital Stock of

SPEAKEASY, INC.

transferable only on the books of the Corporation by the holder
hereof in person or by Attorney upon surrender of this Certificate
properly endorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be
signed by its duly authorized officers and to be sealed with the Seal of the Corporation
this 25th day of July 1935


President


Secretary

Shares

\$1.00

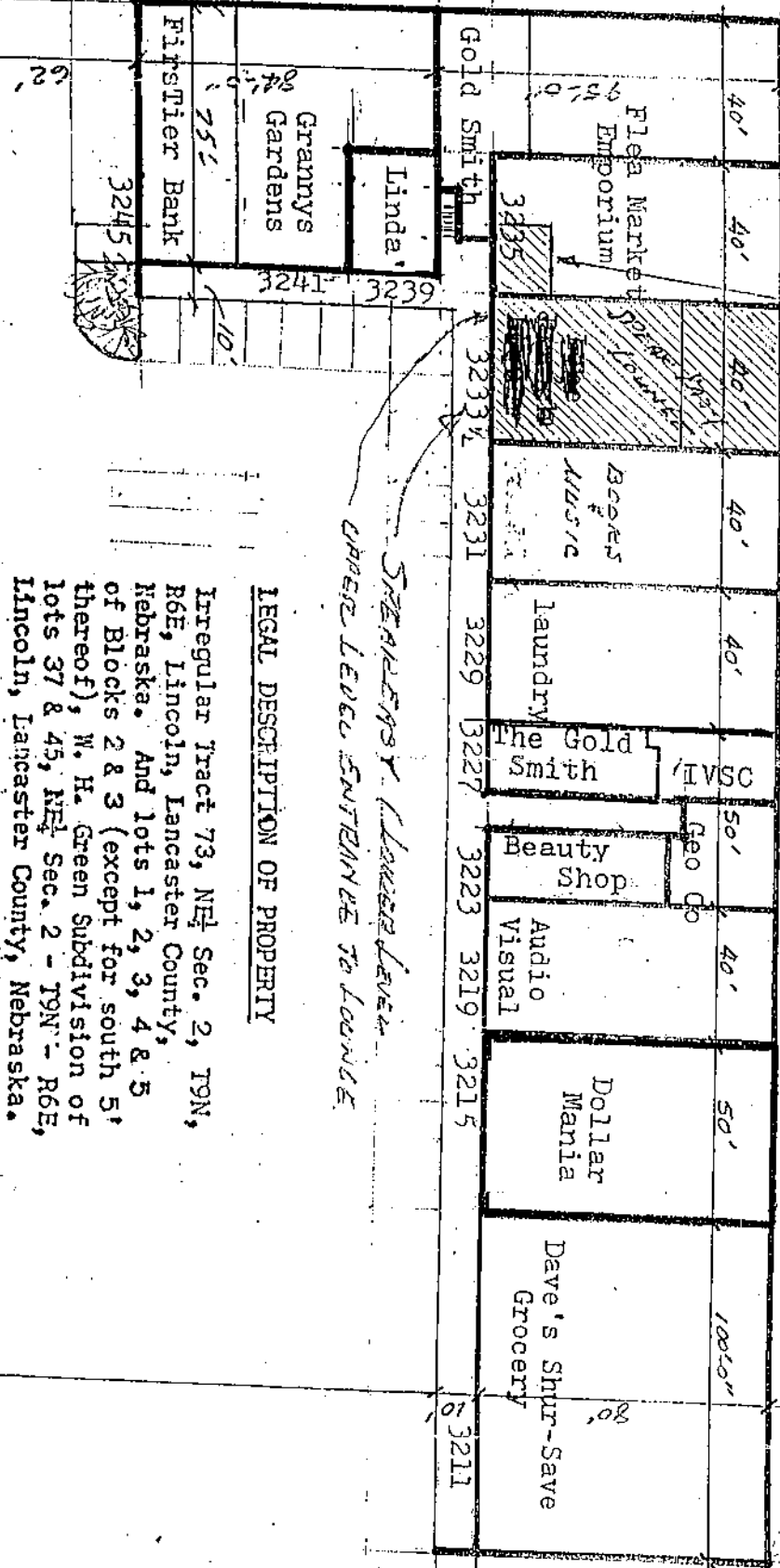
Each

SPENCER'S OFFICE (Lower Level)

561'0"

CHASIT H & B

2 ALPANAHOE



LEGAL DESCRIPTION OF PROPERTY

Irregular Tract 73, NE $\frac{1}{4}$ Sec. 2, 19N, R6E, Lincoln, Lancaster County, Nebraska. And lots 1, 2, 3, 4 & 5 of Blocks 2 & 3 (except for south 5' thereof), W. H. Green Subdivision of lots 37 & 45, NE $\frac{1}{4}$ Sec. 2 - 19N - R6E, Lincoln, Lancaster County, Nebraska.

SPENCER'S OFFICE (Lower Level)
UPPER LEVEL ENTRANCE TO LOCUS

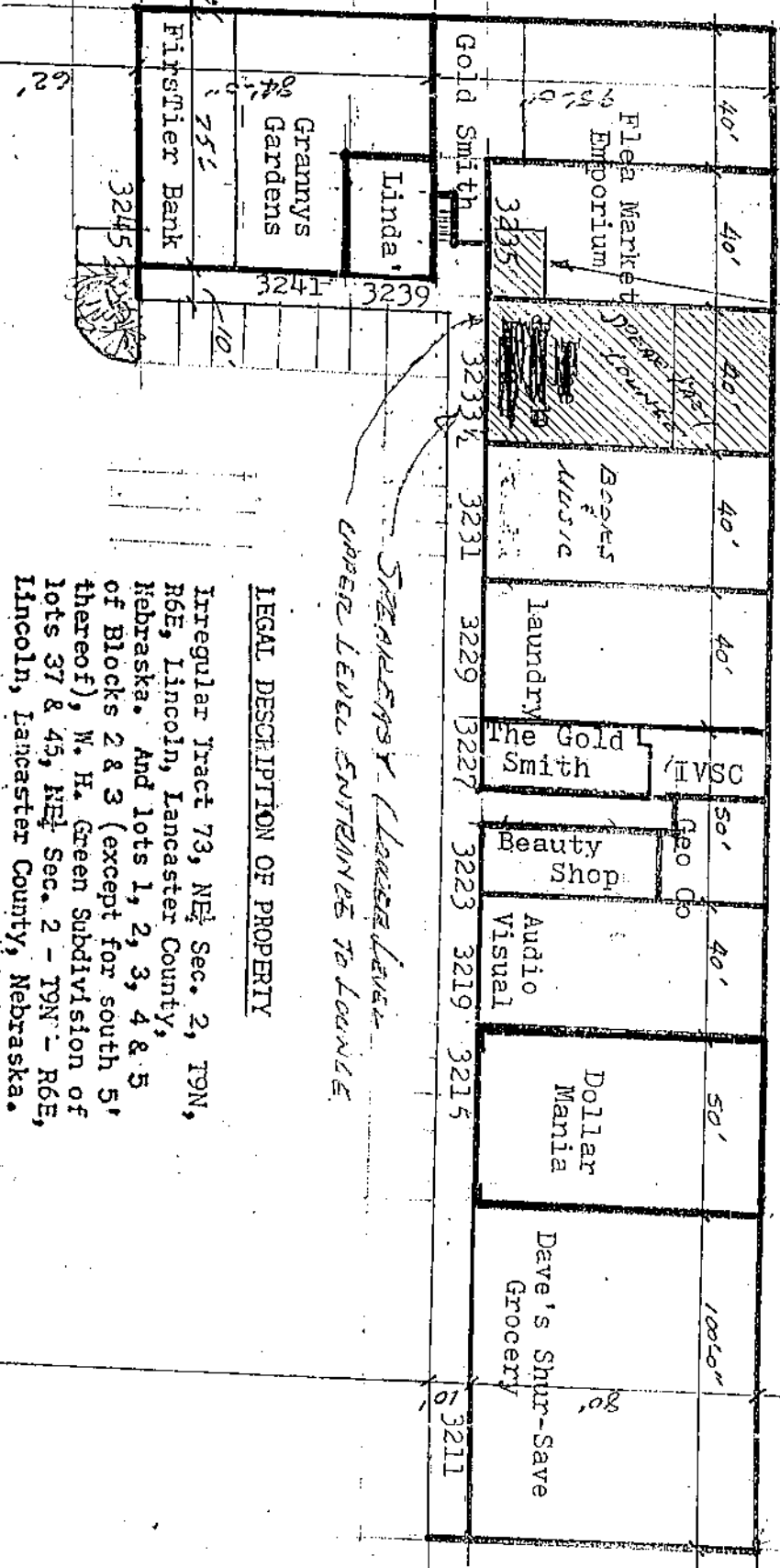
2 56 13TH STREET

SPENCER'S OFFICE (LOWER LEVEL)

561'0"

ALAPPAHOE

Chart A & B



LEGAL DESCRIPTION OF PROPERTY

Irregular Tract 73, NE $\frac{1}{4}$ Sec. 2, T9N, R6E, Lincoln, Lancaster County, Nebraska. And lots 1, 2, 3, 4 & 5 of Blocks 2 & 3 (except for south 5' thereof), W. H. Green Subdivision of lots 37 & 45, NE $\frac{1}{4}$ Sec. 2 - T9N - R6E, Lincoln, Lancaster County, Nebraska.

250 13TH STREET



OCT - 2 2001

LEASE

NEBRASKA LIQUOR
CONTROL COMMISSION

THIS AGREEMENT, made and executed this _____ day of _____ 19____,
by and between INDIAN VILLAGE SHOPPING CENTER
hereinafter called the LANDLORD, and SPEAKEASY, INC. d/b/a
J.R.'s Down Under, hereinafter called the TENANT.

That for and in consideration of the premises, the rents reserved, and the agreements and covenants herein contained, the Landlord does hereby lease and demise unto the Tenant, and the Tenant does hereby hire and take from the Landlord, the following described premises:

PREMISES Street No. 3237 1/2 SOUTH 13TH, located in LINCOLN, LANCASTER County,
State of NEBRASKA, premises known as THE SPEAKEASY LOUNGE

Which property and improvements, outlined in red on the plan attached hereto as Exhibit A, and made part hereof, improved or to be improved by a storeroom containing ± 2525 square feet, being sometimes hereinafter referred to as the demised premises. Said demised premises are a part of the INDIAN VILLAGE Shopping Center; a legal description of said Shopping Center being attached hereto as Exhibit B, and made part hereof.

AND TENANT does hereby covenant and agree as follows:

TERM 1. That he will, and does hereby, take and hold said premises as tenant for the term of TWO (2)
commencing on the 15th day of October, 2001, and fully ending at midnight on the
RENTAL 30th day of September, 2003, at and for the total rental of 31,800⁰⁰
Thirty-one thousand Eight hundred Dollars,
payable without deduction or demand in monthly installments of 1325⁰⁰ per month
Thirteen hundred twenty-five Dollars,
The first installment payable on the execution of this agreement and the remaining installments payable in advance on
the 1st day of each ensuing month to and at the office of INDIAN VILLAGE SHOPPING CENTER.

UTILITIES 2. That he will pay all water rent, sewer rent, gas and electric bills, and other charges provided for herein as the same become due.

USE 3. That he will use said premises for the full term hereof, continuously and uninterruptedly for BEER and
LIQUOR LOUNGE WITH KENO and GAME ROOM.

and for no other purpose whatsoever and that he will not use, nor permit said premises or any part thereof to be used for any disorderly or unlawful purpose.

ASSIGNMENT 4. That he will not transfer nor assign this agreement, nor let nor sublet the whole or any part of said premises without the written consent of Landlord first had and obtained. Such consent shall not be unreasonably withheld.

GOOD ORDER and REPAIR 5. That he will keep said premises in good order and condition and surrender same at the expiration of the term herein or the renewal thereof in the same order in which they are received, usual wear and tear and damage by fire, storm, and public enemies only excepted.

HAZARD INSURANCE 6. That he will not permit or do anything which would increase the rate of fire insurance upon said premises, and should said rate be increased by reason of Tenant's use of said premises, Tenant will pay to Landlord the difference in the fire insurance premiums over and above that existing as of the date of these presents when and as same become due and payable.

SIDEWALKS 7. That he will keep the sidewalks immediately abutting said premises free from obstructions of all nature, properly swept, and snow and ice removed therefrom.

INSPECTION 8. That he will allow Landlord or his agent to have access to said premises at any time for the purpose of inspection, or in the event of fire or other property damage, or for the purpose of making any repairs Landlord considers necessary or desirable.

NOTICE OF DEFECT 9. That he will give Landlord prompt notice of any defects or breakage in the structure, equipment, or fixtures of said premises.

ORDINANCES and REGULATIONS 10. That he will, at his cost, promptly comply with and carry out all orders, requirements, or conditions now or hereafter imposed upon him by the ordinances, laws, and/or regulations of the Municipality in which said premises are located, or by any of its various departments, whether required of Landlord or otherwise, to be done or performed during the term of this agreement, insofar as they are occasioned by or required in the conduct of the business of Tenant.

PERSONAL
PROPERTY
INSURANCE

11. That all personal property in said premises shall be and remain at his sole risk, and Landlord shall not be liable for any damage to, or loss of such personal property arising from any acts of negligence of any other persons nor from the leaking of the roof, or from the bursting, leaking, or overflowing of water, sewer, or steam pipes, or from heating or plumbing fixtures, or from electric wires or fixtures, or from any other cause whatsoever, nor shall the Landlord be liable for any injury to the person of the Tenant or other persons in said premises; the Tenant expressly agreeing to save the Landlord harmless in all such cases.

SIGNS

12. That he will place no signs, awnings, or curtains on any part of the exterior of said premises or on any show window, nor paint any brick or stone work, cornice work, mill work, or iron work on the front of said premises without the written consent of Landlord or his Agent first had and obtained. Such consent shall not be unreasonably withheld.

SUBORDINATION

13. Tenant agrees that this lease shall be subordinate to any mortgages or deeds of trust that may hereafter be placed upon the leased premises and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements, and extensions thereof, provided the mortgages or trustee, named in said mortgages or deeds of trust shall agree to recognize the lease of Tenant in the event of foreclosure if Tenant is not in default. In the event of any mortgage or trustee electing to have the lease a prior lien to its mortgage or deed of trust, then and in such event, upon such mortgage or trustee notifying Tenant to that effect, this lease shall be deemed prior in lien to the said mortgage or deed of trust, whether or not this lease is dated prior to or subsequent to the date of said mortgage or deed of trust.

HEAT

14. That he will, at his cost and expense, furnish heat to said premises and/or electricity for light and power, gas, water or other utility services to or for the use of the Tenant in the premises.

RENT
SIGN

15. That he will permit Landlord to post a "For Rent" sign and to show said premises at reasonable hours to prospective tenants during the last thirty (30) days of the term herein.

REPAIRS
and
IMPROVEMENTS

16. That he will, at his risk, cost, and expense, during the term of this agreement or any renewal or extension thereof, make all interior repairs or improvements to said premises as same become necessary or are required, except repairs to the roof or structural repairs not caused by the negligence of Tenant, which Landlord will make when necessary and upon notice. No alterations or additions to the structure of said premises shall be made without the written consent of Landlord first had and obtained. Landlord shall have the exclusive right to use all or any part of the roof of the premises for any purpose, including advertising of the Shopping Center as a whole (any other advertising use to be subject to approval of both Landlord and Tenant).

PLATE GLASS
INSURANCE

17. That he will, during the full term of this agreement or any renewal or extension thereof, carry in a standard company, full coverage insurance on all plate glass in said premises and cause same to be replaced if chipped, cracked or broken; said insurance policy or certificate from Tenant's insurance company to be deposited with Landlord or his Agent, and such policy shall provide that it shall not be cancelled for any reason unless and until Landlord or his Agent is given fifteen (15) days' notice in writing by the insurance company.

PUBLIC
LIABILITY
INSURANCE

18. That he will, during the full term of this agreement or any renewal or extension as an additional insured thereof, carry in a standard company, for the protection of himself and Landlord, public liability insurance with limits of at least One Hundred Thousand Dollars (\$100,000.00) to Three Hundred Thousand Dollars (\$300,000.00), and property damage insurance with minimum limit of Twenty-five Thousand Dollars (\$25,000.00), said insurance policy or certificate from Tenant's insurance company to be deposited with Landlord or his Agent, and such policy shall provide that it shall not be cancelled for any reason unless and until Landlord or his Agent is given fifteen (15) days' notice in writing by the insurance company.

MECHANICS'
LIENS

19. That he shall have no right to encumber or subject the interest of the Landlord in the demised premises to any mechanics', material men's, or other liens of any nature whatsoever, and upon the filing of any such lien, the failure of the Tenant to have the same removed from record promptly shall constitute a violation of this agreement and entitle Landlord, at his option, to take any legal action elsewhere in this agreement reserved to said Landlord.

FURNITURE
and
FIXTURES

20. That he shall have the privilege of installing any new furniture and new fixtures necessary in the conduct of his business, and the same shall remain the property of Tenant provided they be removed by Tenant before the expiration of this agreement or any renewal or extension thereof. In the event any damage is done to said premises in the removing of said furniture and fixtures, Tenant will immediately make such repairs as are necessary to restore said premises to their original condition, or promptly reimburse the Landlord for the cost of such repairs.

MAINTENANCE
CONTRACTS

21. Tenant agrees that immediately upon taking possession of the premises to enter into a valid standard maintenance contract for the routine and regular maintenance of all heating and air-conditioning equipment. Said contract to be at the sole expense of the Tenant and will be renewed annually during the entire term of this lease or any renewals or extensions thereof. Replacement of major components of furnace and air conditioning equipment to be at landlords expense.

RENEWAL
OPTION

22. That providing Tenant has not defaulted in respect to any provision of this lease, he shall have the right to extend the term of this lease for an additional period of 2 YEAR from the expiration date of the initial term, provided however that written notice is given the Landlord of such intention to extend the lease six (6) months prior to the initial expiration date, and further provided that all provisions of the lease shall continue in full force and effect for the period of such extension. Minimum-guaranteed rental for said option to be at an increase of ten percent (10%) per annum.

27. A second two year option period granted to Tenant under same terms of paragraph 22. 5%

24 Rent for first optional term is \$1400.00 per month; rent for the second optional term is \$1475.00 per month
Witness the hands and seals of the parties aforesaid:

LANDLORD
Indian Village Shopping Center, Inc.

By _____

TENANT

By _____

BY _____

ARTICLES OF INCORPORATION

RECEIVED

OF

OCT - 2 2001

SPEAKEASY, INC.

NEBRASKA LIQUOR
CONTROL COMMISSION

The undersigned, Darrell K. Stock, acting as incorporator of a corporation under the Nebraska Business Corporation Act, adopts the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the corporation shall be Speakeasy, Inc.

ARTICLE II

The aggregate number of shares which this corporation shall have authority to issue is 10,000 shares of common stock having a par value of \$1.00 each.

All transfers of the shares of this corporation shall be made in accordance with the provisions of the By-Laws of the corporation.

ARTICLE III

The corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation in the manner now and hereafter permitted by law, and all rights conferred upon shareholders herein are granted subject to this reservation.

ARTICLE IV

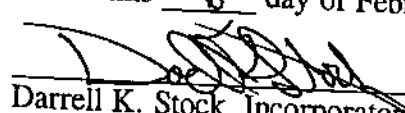
The address of the initial registered office of the corporation is 3233½ South 13th St., Lincoln, NE 68502 and the name of the initial registered agent at such address is Brent B. Shore.

ARTICLE V

The name and street address of the incorporator is as follows:

Darrell K. Stock
1115 "K" St., Suite 104
Lincoln, NE 68508

WITNESS my signature in execution hereof this 27th day of February, 2001.


Darrell K. Stock, Incorporator